


An A C T for the Sale of Part of the Estates entailed by the Will of Edward Mellish Esquire, and for laying out the Money arising by such Sale in the Purchase of other Estates, to be settled to the like Uses.

 *Whereas, Edward Mellish, late of Blyth in the County of Nottingham, Esq; was in his Life-time, and at his Death, seized in Fee-simple, of and in the Manor, Lands, Tenements and Hereditaments herein after-mentioned, and being so seized, did in his Life-time duly make and publish his last Will and Testament in Writing, bearing Date the Sixth Day of April 1755, and did thereby constitute and appoint Charles Gore of Tring in the County of Hertford, Esq; John Battie of Cusworth in the County of York, Esq; and his Brother Bartholomew Burton of London, Merchant, Executors of his said Will, and Guardians and Curators of the Persons and Estates of such Children as he should leave at his Death, or as should be born afterwards, during their respective Infancies; and the said Edward Mellish gave and devised unto Sarah Mellish his Wife, for her Life, (over and besides what was secured to her by his Marriage-Settlement) his House and Lands, and all his real Estate whatsoever, situate at Maltby in the said County of York, and after giving several specific and pecuniary Legacies, as touching and concerning all his Money, Debts to him owing, Goods, Chattels, personal Estate and Effects whatsoever, whereof he should die possessed, (except the Furniture of his Houses at Blyth and Maltby, and what he had before specifically bequeathed) he gave the same to his said Executors, in Trust, that they applied the Produce thereof in Discharge of his Debts, Legacies, and Funeral Expences, and their Expences in the Execution of the Trust thereby reposed in them, and pay the Overplus thereof unto his said Wife, his two Brothers William and Joseph, and his Sister Elizabeth, or such of them*

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as should be living at his Death, in equal Shares and Proportions; but in case the Produce of his said personal Estate should prove insufficient, he gave and devised unto his said Executors, and the Survivor of them, and the Heirs of such Survivor, all his Lands, Tenements and Hereditaments at *Mosi* in the said County of *York*, in Trust, that his said Executors, or the Survivor of them, or the Heirs of such Survivor, did by Mortgage or Sale of all or any Part of the said Lands and Tenements, raise a Sum not exceeding the Deficiency of his personal Estate, and their Costs and Charges in the raising thereof, to be applied in Aid of his personal Estate, in Discharge of his Debts, Legacies and Funeral Expences; and in case he should leave a Son by his said Wife at the Time of his Death, or that his said Wife should be then pregnant, and delivered of a Son afterwards, he did confirm to such Son the several Estates settled upon him by the said Marriage Settlement, subject to the contingent Uses, Powers and Provisoes therein limited and expressed; and he also gave and devised to such Son, and the Heirs Male of his Body, his said House and Estate at *Maltby*, after the Death of his said Wife, and all such Parts of his Estates at *Mosi* as should not be sold by his said Executors, for the Purposes before-mentioned, and the Equity of Redemption of such Parts thereof as should be mortgaged for the same Purposes, and all his Estates in the Counties of *York* and *Nottingham*, which he purchased of Sir Robert Clifton, (subject to the Charge of Five Thousand Pounds, to which the same Estates were made liable by his Marriage-Settlement, and to the other Charges therein contained) and all other his Manors, Lordships, Lands, Tythes, Tenements and Hereditaments whatsoever and wheresoever, not therein before disposed of, which were either not included in or excepted out of his said Marriage-Settlement, or whereof or wherein he had any Right or Power of Disposition; but if he should have no Son by his said Wife born at his Death, or if his said Wife should not be delivered of a Son after his Death, of which she was then pregnant, or if he should leave a Son, and such Son should die in his Minority without Issue Male of his Body, he gave and devised his said Estate at *Maltby*, after the Death of his said Wife, and all the unsold Parts of his said Estates at *Mosi*, and the Equity of Redemption of such Parts thereof as should be mortgaged by his said Executors as aforesaid, and all his Estates in *Yorkshire* and *Nottinghamshire*, which were purchased of the said Sir Robert Clifton, (subject to the said Charge of Five Thousand Pounds, and other the Charges above-mentioned) and all other his Manors, Lordships, Lands, Tythes, Tenements and Hereditaments whatsoever and wheresoever, which were either not included in or excepted out of his said Marriage-Settlement, or whereof or wherein he had any Right or Power of Disposition, unto his Brother the said *William Mellish*, for his Life, without Impeachment of Waste, but with full Power to commit Waste at his Will and Pleasure; and from and after the Determination of that Estate, he gave and devised all the said Estates unto the said *Charles Gore*, *John Battie*, and *Bartolomew Burton*, and the Survivor of them, and the Heirs of such Survivor, for all the Remainder of the Life of his said Brother *William*,
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in Trust, by the usual Ways and Means to preserve the contingent Uses and Estates therein after limited from being defeated or destroyed, but to permit and suffer his said Brother *William* to receive and take the Rents, Issues and Profits thereof for his Life, and from and after his Decease, he gave and devised all the said Estates unto his Nephew *Charles Mellish* (Son of his said Brother *William*) for his Life, without Impeachment of Waste, but with Power to commit Waste at his Will and Pleasure, and from and after the Determination of that Estate, he gave and devised all his said Estates to his said Executors, and the Survivor of them, and the Heirs of such Survivor, for the Remainder of the Life of his said Nephew *Charles Mellish*, in Trust, by the usual Ways and Means to preserve the contingent Uses and Estates therein after limited from being defeated or destroyed, but to permit and suffer the said *Charles Mellish*, and his Assigns, to receive and take the Rents, Issues and Profits thereof for his Life; and from and after the Decease of the said *Charles Mellish*, he gave and devised all the said Estates unto the First Son of the Body of the said *Charles Mellish*, lawfully begotten, or to be begotten, and to the Heirs Male of the Body of such First Son lawfully issuing, and for want of such Issue, to the Second, Third, Fourth, Fifth, and every other Son and Sons of the Body of the said *Charles Mellish* lawfully to be begotten, and the Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing, severally and successively, one after another, as they should be in Priority of Birth, the Elder of such Son and Sons, and the Heirs Male of his Body, being always preferred, and to take before the Younger, and the Heirs Male of his Body; and for want of such Issue, he gave and devised all the said Estates unto the Second Son of the Body of his said Brother *William Mellish*, lawfully begotten, or to be begotten, and to the Heirs Male of the Body of such Second Son, lawfully issuing, and for want of such Issue, unto the Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the said *William Mellish*, lawfully to be begotten, severally and successively, one after another, as they should be in Seniority of Age, and to the Heirs Male of the Body and Bodies of such Son and Sons lawfully issuing, the Elder of such Son and Sons, and the Heirs Male of his Body being always preferred and to take before the Younger of such Son and Sons, and the Heirs Male of his and their Body and Bodies; and for want of such Issue, he gave and devised all his said Estates unto his said Brother, the said *Joseph Mellish*, for his Life, without Impeachment of Waste, but with Power to commit Waste at his Will and Pleasure, and after the Determination of that Estate, then unto the said *Charles Gore*, *John Battie*, and *Bartolomew Burton*, and the Survivor of them, and the Heirs of such Survivor, for the Remainder of the Life of the said *Joseph Mellish*, in Trust, by the usual Ways and Means to preserve the contingent Uses and Estates therein after limited from being defeated or destroyed, but to permit and suffer the said *Joseph Mellish* to receive and take the Rents, Issues, and Profits thereof for his Life; and after the Decease of the said *Joseph Mellish*, he gave and devised all his said Estates unto the First, and every other Son and Sons of the
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Body of the said *Joseph Mellish*, begotten successively in Tail Male; and for want of such Issue, he gave and devised all the same Estates unto his own right Heirs for ever: In which said Will is contained a Proviso, whereby the said Testator did direct and appoint, that it should be lawful for his said Nephew *Charles Mellish*, when he should become seized of the Freehold in Possession of his the said Testator's Estates in *Yorkshire* and *Nottinghamshire*, purchased of *Sir Robert Clifton*, and of his Estates at *Skegby* in the said County of *Nottingham*, by virtue of the said Will to make Jointures and Estates for and to any Wife or Wives with whom he the said *Charles Mellish*, should intermarry, of the said two last-mentioned Estates, or any of them, for the Life or Lives of such Wife and Wives respectively; and that it should be lawful for the said *William Mellish*, and his Son *Charles Mellish*, and also for the said *Joseph Mellish*, being seized as aforesaid, from Time to Time to make any Lease or Leases of the whole or any Part of the Premises, for any Number of Years not exceeding Twenty-one Years, so that such Lease and Leases should not be made without Impeachment of Waste, and should be made in Possession, and not in Reversion, and so as upon every such Lease and Leases the old and ancient Rents, Duties, and Services, or more, should be reserved half yearly, payable to every Person or Persons who should be next in Remainder for the Time being, by virtue of the said Will, during the respective Continuance of such Lease and Leases.

And whereas, the several Lands, Tenements, Hereditaments and Premises, whereof the said *Edward Mellish* was at the Time of making his said Will, seized in Fee-simple, did consist, (exclusive of the Estates in the said Will, mentioned to be purchased of the said *Sir Robert Clifton*,) of the said House and Lands at *Maltby* in the said Will mentioned, (being a Capital Messuage, and three Crofts, or Clofes only adjoining thereto, containing about five Acres,) which Premises were purchased by and conveyed to the said *Edward Mellish* and his Heirs, by *Edward Taylor* of *Maltby* aforesaid, Yeoman, and *Ann* his Wife, by certain Indentures of Lease and Release bearing Date respectively the Fifth and Sixth Days of *August* 1752, and by a Fine levied in pursuance thereof; and also of the Manor of *Skegby*, and divers Messuages, Lands, Tenements and Hereditaments in the Towns, Parishes, Hamlets, Precincts or Territories of *Skegby*, *North Marnbam*, *South Marnbam*, *Sutton upon Trent*, *Weston*, *Normanton* and *Haughton*, or some of them, in the said County of *Nottingham*, which were purchased long since by some of the Ancestors of the said *Edward Mellish*; and also of the Tythes of *Moss* in the said County of *York*, which were purchased by and conveyed to *Joseph Mellish*, Esquire, deceased, (Father of the said *Edward Mellish*,) and his Heirs, by *Toby Humpbry* of *Totteridge* in the County of *Hertford* Esquire, by certain Indentures of Lease and Release, bearing Date respectively the Eighth and Ninth Days of *March* 1719; and likewise of a Messuage, Farm and Lands at *Moss* which were purchased by the said *Edward Mellish* of *John Couchman* of *Winslow* in the County of *Bucks*, Gentleman, and *Frances* his Wife, and by them granted and conveyed

conveyed unto the said *Edward Mellish* and his Heirs, by certain Indentures of Lease and Release, bearing Date respectively, the Seventeenth and Eighteenth Days of *January* 1736, and by a common Recovery suffered in pursuance thereof, part of which Lands and Hereditaments, (being those in *Skegby, North Marnham, South Marnham, Sutton upon Trent, Wesson, Normanton, Haughton and Moss*, were and are the Lands and Hereditaments, which in and by the said Will are mentioned to be not included in, but to be excepted out of the Marriage Settlement of the said *Edward Mellish*, (which Settlement bears Date the Fourteenth Day of *July* 1743, and is made between him the said *Edward Mellish* of the first part, *Arthur Ingram*, Esquire, and the said *Bartbolomew Burton* of the second Part, the said *Charles Gore* and *William Wrightson*, Esquire, of the third Part, and the said *Sarah Mellish* of the Fourth Part) and the other Part of the said Lands and Hereditaments (being those situate at *Malby*) were purchased by, and conveyed to the said *Edward Mellish* and his Heirs, by such Conveyance as aforesaid, which was long after the Date and making of the said Settlement.

And whereas the said *Edward Mellish* departed this Life on the Second Day of *January* 1757, without altering or revoking of the said Will, and without leaving any Issue by the said *Sarah* his Wife, born either in his Life Time, or after his Death, and thereupon the said *William Mellish* entered into, and is now in the actual Possession, as well of the said several Lands and Hereditaments devised by the Will of the said *Edward Mellish*, as of those comprized in his said Marriage Settlement, and the said *Bartbolomew Burton* alone duly proved the said Will of the said *Edward Mellish*, in the Prerogative Court of the Archbishop of *Canterbury*, and took upon himself the Burthen of the Execution thereof, the said *Charles Gore* and *John Battie* declining to prove the said Will, or to act in the said Executorship.

And whereas the personal Estate of the said *Edward Mellish*, not specifically bequeathed by his said Will, was more than sufficient to pay and satisfy all his Debts, Legacies and Funeral Expences, and so much of the said personal Estate, as was sufficient, hath been long since paid and applied by the said *Bartbolomew Burton*, the acting Executor of the said *Edward Mellish*, in Satisfaction and Discharge of the said Debts, Legacies and Funeral Expences, or so many of them, as ever came to the Knowledge of the said *Bartbolomew Burton*, by Means whereof the Devise of the said Lands and Hereditaments at *Moss*, to the said Executors and their Heirs in Trust, to Mortgage or Sell the same, for the Purposes mentioned in his said Will, became useless and unnecessary.

And whereas the said *William Mellish* the Brother, having after the Death of the said Testator, entered as aforesaid upon the said several Lands and Estates of the said *Edward Mellish*, did thereupon become seized and intituled for his Life, with Remainder to his Son the said *Charles Mellish*, for his Life, with Remainder to the said Trustees named in the said Will during his Life, in Trust, to preserve the contingent Remainders, with Remainder to his first and other Sons, successively in Tail Male, with such Remainders over, as

in the said Will are mentioned, of, in and to the said Manor, Messuages, Lands and Hereditaments, devised by the said Will of the said *Edward Mellish*, but subject to the Estate for Life of the said *Sarah Mellish*, in the said House and Lands at *Maltby* in the said County of *York*, and the said *William Mellish* hath ever since held and enjoyed all the said other Estates, and now is in the Possession thereof, and intituled to hold the same for his Life with such Remainders as aforesaid.

And whereas the said *Sarah Mellish* hath by Indenture, bearing Date the Twenty-second Day of *January*, 1762, made between her the said *Sarah Mellish* of the one Part, and the said *William Mellish* of the other Part, and inrolled in his Majesty's Court of Common Pleas at *Westminster*, duly granted, released, surrendered, yielded up, and bargained and sold her Estate for Life, and all her Interest, Right and Title of, and in the said Messuage and Lands at *Maltby*, devised to her for her Life as aforesaid, unto the said *William Mellish* and his Heirs.

And whereas the said Manor and Estate of and in *Skegby*, and in *North Marnham*, *South Marnham*, *Sutton upon Trent*, *Weston*, *Normanton* and *Haughton* in the said County of *Nottingham*, and the Tythes of *Moss* in the said County of *York*, together with the Messuage, Farm and Lands there, purchased of the said *John Couchman* and *Frances* his Wife, (being the Lands, Hereditaments and Premises mentioned in the said Will to have been excepted out of the said Marriage-Settlement,) and also the said Messuage and Lands at *Maltby* in the said County of *York*, purchased since the making of the said Settlement as aforesaid, are situate, and do lye at a distance from the Town and Parish of *Blyth* in the said County of *Nottingham*, being the Place where the Capital Seat of the Family, and the chief Part of the settled Estate of the said *William Mellish* are situate, which Capital Seat lies upon or near to the Borders of the *West-riding* of the said County of *York*; And the said *William Mellish*, having now a fair Prospect of selling the said Estates to Advantage, he hath proposed, and the said *Charles Mellish*, his Son and only Issue Male, and *Joseph Mellish* his Brother, (neither of whom have as yet any Male Issue,) are severally willing and desirous that the said Estates should be sold and disposed of, and that the Money arising thereby may be laid out in the purchase of some other Estate in the said County of *Nottingham*, or in the County of *York*, more convenient for them, and that such Estate when purchased shall be settled to, for and upon such and so many of the Uses, Trusts and Limitations, Provisoos and Powers, devised and limited by the said recited Will of the Premises so proposed to be sold, as shall be then existing, undetermined and capable of taking Effect. But although the enabling of the said *William Mellish*, and the several other Tenants for Life in Remainder, after him, to sell and dispose of the said Estates, would be a great Advantage to all Persons claiming under the said Will, and the said *William Mellish* is the Heir at Law of the said *Edward Mellish*, and also the Heir General of the Family, yet by Reason of the Limitations contained in the said Will, a good Title cannot be made of the said Estates to a Purchaser without the Aid of an Act of Parliament.

Wherefore

Wherefore your Majesty's most dutiful and loyal Subjects, the said *William Mellish, Charles Mellish and Joseph Mellish*,

Do most Humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted by the KING's Most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That All that the said Manor or reputed Manor, and Capital Messuage, with the Rights, Members and Appurtenances thereof, of and in *Skegby* in the said County of *Nottingham*, and all Messuages, Cottages, Mills, Houses, Tofts, Lands, Tenements, Meadows, Closes, Pastures, Feedings, Rents, Reversions, Services, Commons, Commodities and Hereditaments whatsoever, situate, lying, being or arising, or coming, renewing, growing or increasing, in or within, or forth from the Towns, Parishes, Hamlets, Fields, Precincts and Territories of *Skegby, North Marnbam, South Marnbam, Sutton upon Trent, Weston, Normanton, and Haughton*, in the said County of *Nottingham*, and heretofore in the several Tenures or Occupations of *William Mellish, Esq;* deceased, Father of *Samuel Mellish, Esq;* deceased, who was Grandfather of the said *Edward Mellish, Thomas Flower, Prias Wildsmith, and Thomas Reason*, and afterwards of *Thomas Theire*, or some of them, their or some of their under Tenants, or Assigns, and now in the several Tenures or Occupations of the said *William Mellish*, and of *William Laughton and Joseph Tuslin*, Yeomen, their under Tenants or Assigns, and all and all manner of Woods, Underwoods and Trees whatsoever, growing, standing or being, in or upon the said Premises, or any Part or Parcel thereof, and also all the Ground and Soil of the same Woods, Underwoods and Trees, and all Waters, Fishings, Fishing Places, Moors, Marshes, Furzes, Heaths, Commons, Ways, Void Grounds, Warrens, Courts, Profits and Perquisites of Courts, and Leets, Courts Baron, and Courts Leet, Waifs, Estrays, Issues, Fines, Amerciaments, Goods and Chattels of Felons, and Fugitives, Reliefs, Escheats, Herriotts, and all other Rights, Royalties, Liberties, Franchises, Privileges, Profits, Commodities, Emoluments and Hereditaments whatsoever, with all and singular their Appurtenances of what Nature, Kind, Condition or Property soever, or by whatsoever other Name or Names the same or any of them are, shall or may be called or known to the said Manor or reputed Manor, Messuages, Lands, Tenements, Hereditaments, Meadows, Pastures, and other the Premises, with the Appurtenances or any of them, or any Part or Parcel of the same belonging, or in any wise appertaining, or to or with the same, or any Part or Parcel thereof, now or at any time heretofore demised, let, set, used, occupied or enjoyed or accepted, reputed, taken or known as Part, Parcel, or Member thereof, or of any Part thereof; and also all that Messuage or Tenement situate and being in *Moss*, otherwise *Moseley* aforesaid, in the said County of *York*, formerly in the Occupation of *Ann Murfin*

Murfin Widow, afterwards of *Sarah Murfin* Spinster, since of *William Watfon*, and now of *Thomas Hanks*, his under Tenants or Assigns, and also all those several Closes or inclosed Pieces or Parcels of Arable Land, Ley and Pasture Ground, being in all Eight Closes, lying at *Moss* aforesaid, and near adjoining to the said Messuage or Tenement, containing altogether by Estimation Thirty-eight Acres, (be they more or less) and also all those three Roods of arable Land, (be they more or less) lying in the Parish of *Kirk Bramwith*, otherwise *Bramworth* in the said County of *York*, and all other the Lands, Tenements and Hereditaments whatsoever, heretofore of the said *John Couchman* and *Frances* his Wife, situate and being at *Moss*, otherwise *Moseley*, and *Bramwith* otherwise *Bramworth* aforesaid, or either of them, and which Messuage or Tenement, Lands and Premises last mentioned, were conveyed unto the said *Edward Mellish* and his Heirs by the said *John Couchman* and *Frances* his Wife, in and by the said Indentures of Lease and Release dated the Seventeenth and Eighteenth Days of *January* 1736, and the said Fine levied in pursuance thereof as aforesaid, together with all and singular the Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Backsides, Woods, Underwoods, Hedges, Ditches, Trees, Fences, Mounds, Ways, Waters, Easements, Commons, and Common of Pasture, Privileges, Commodities, Advantages, Hereditaments, Rights, Members and Appurtenances whatsoever to the same Messuage or Tenement, Lands and Premises, or any Part thereof belonging, or in any wise appertaining; and also all and every the Tythes of Grain, Hay, Grass or Herbage, small Tythes, Rates for Tythes, Oblations, Obventions, and Mortuaries yearly, and from Time to Time growing, renewing and becoming due within the Bounds of the Constabulary of the Town, or Hamlet of *Moss* alias *Moseley* aforesaid, in the Parish of *Campsal* and County of *York*, formerly in the Tenure or Occupation of *Joseph Baxter*, and now rented by the said *Thomas Hanks* his under Tenants or Assigns, and which Tythes and Premises last mentioned, were conveyed unto the said *Joseph Mellish* deceased, (Father of the said *Edward Mellish*) and his Heirs by the said Indentures of Lease and Release, dated the Eighth and Ninth Days of *March* 1719 as aforesaid, together with all Profits, Emoluments and Commodities whatsoever, to the said last mentioned Premises, and to every or any of them belonging, or in any wise appertaining or accepted, reputed, deemed, taken, or known to be Part, Parcel, or Member thereof, or therewith, now or at any time heretofore, used, held, occupied, possessed or enjoyed, as thereunto belonging, (and all which said Manor, Messuages, Lands, Tythes, Tenements and Hereditaments, are excepted out of the Marriage-Settlement of the said *Edward Mellish* as aforesaid) and also all that the said capital Messuage, situate and being in *Maltby* aforesaid in the said County of *York*, wherein *Mark Asbley* deceased formerly dwelt, and all those the said three Crofts or Closes lying in *Maltby* adjoining to the said capital Messuage or Tenement, commonly called the *Yards*, containing by Estimation Five Acres more or less, and lately or heretofore in the Occupation of the said *Edward Taylor*, and also all those *South Ends* of two Crofts

Crofts adjoining to the said Yards, and all the Tythes and Tenths of Corn yearly coming, growing, renewing, happening or arising, of, in, from or upon the said Closes and Premises, or any Part thereof, and which said capital Messuage or Tenement, Closes and Premises, are now or late were in the Tenure or Occupation of Dr. *George Aldrich*, his under Tenants or Assigns, and are not included in, but were purchased by the said *Edward Mellish* long after the making of the said Settlement, and were conveyed unto him, and his Heirs, by the said *Edward Taylor* and *Ann* his Wife, by the said Indentures of Lease and Release dated the Fifth and Sixth Days of *August* One Thousand Seven Hundred and Fifty-two, and Fine levied in pursuance thereof as aforesaid, together with all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Woods, Underwoods, Ways, Waters, Easements, Hedges, Ditches, Fences, Commons, Common of Pasture, Rights, Members, Profits, Privileges, Advantages, Hereditaments and Appurtenances whatsoever, to the said capital Messuage, Closes and Premises last mentioned, belonging, or in any wise appertaining, or to or with the same or any Part thereof, now or at any Time heretofore held, demised, used, occupied or enjoyed, or accepted, reputed, deemed or taken, as Part, Parcel or Member thereof, shall from and immediately after the Fifth Day of *April* One Thousand Seven Hundred and Sixty-two, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in *Thomas Gore* of the Parish of *St. George Hanover Square* in the County of *Middlesex*, Esquire, and *William Robinson* of the same Parish, Esquire, their Heirs and Assigns, freed and absolutely exempted, exonerated and discharged of, from and against all the Estates, Uses, Trusts, Limitations, Powers and Provisoes in and by the said recited Will limited, created, provided, and declared of and concerning the same, but nevertheless upon the Trusts, and to and for the Ends, Intents and Purposes, and subject to the Provisoes and Declarations herein after-mentioned, expressed and declared of and concerning the same, that is to say, upon Trust, that they the said *Thomas Gore* and *William Robinson*, and the Survivor of them, or the Heirs of such Survivor, shall and do with all convenient speed, sell and dispose of all the said Estates and Premises hereby vested in them, or any Part or Parts thereof, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, or of any Part thereof, for the most Money, and the best Price or Prices that can be gotten for the same, and shall and do, by and with the Consent and Approbation of the said *William Mellish*, *Charles Mellish*, and *Joseph Mellish*, and the Survivors and Survivor of them, and after their respective Deaths, then of the proper Authority of the said Trustees for the Time being, lay out, apply, and dispose of the Money for which the said several Estates, or any Part thereof, shall be sold in Pursuance of this Act, in one or more Purchase or Purchases of the Fee-simple and Inheritance in Possession of Lands, Tenements or Hereditaments in the said Counties of *Nottingham* and *York*, or one of them, and immediately after such Purchase or Purchases shall be made, shall and do settle, convey and assure the Lands, Tenements and Hereditaments which shall be so purchased to,

for, upon, and subject to the several Uses, Estates, Trusts, Powers, Provisoes, and Limitations, in and by the said recited Will of the said *Edward Mellish*, expressed, limited, and declared of and concerning the said Estates and Premises hereby vested in them the said Trustees, (other than and except the Use and Estate devised and limited of and in the said Messuage and Lands at *Maltby* to the said *Sarah Mellish* for her Life) or to, for, upon, and subject to such and so many of the said Uses, Estates, Trusts, Powers, Provisoes, and Limitations as would have been then existing undetermined, or capable of taking Effect, in case this Act had not been made.

And it is hereby Enacted and Declared by the Authority aforesaid, That in the mean Time, and until such Sale or Sales and Conveyances respectively shall be made, in Pursuance of this Act, as aforesaid, they the said *Thomas Gore* and *William Robinson*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the said Estates and Premises hereby vested in them as aforesaid, to be held and enjoyed, and the Rents, Issues and Profits thereof to be had, received, taken and applied by and for the Benefit of such Person and Persons as would be entitled to and ought to hold, enjoy and receive the same, in case this Act had not been made.

And it is further Enacted and Declared, That after the Sale and Conveyances of the said Estates and Premises hereby vested in the said Trustees to be sold as aforesaid, and until the Money arising by such Sale or Sales shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, pursuant to this Act, they the said *Thomas Gore* and *William Robinson*, and the Survivor of them, and his Heirs, Executors and Administrators, shall deposit the Money arising by such Sale or Sales in the Bank of England, which shall there remain, and shall not be removed or taken from thence, until a Purchase or Purchases of Lands, Tenements, or Hereditaments shall be actually made pursuant to this Act.

And it is hereby further Enacted and Declared, That all and every Person and Persons to whom the said *Thomas Gore* and *William Robinson*, or the Survivor of them, or the Heirs of such Survivor, shall, by virtue and in pursuance of this Act, make any Sale or Conveyance of all or any Part of the said Estates and Premises hereby vested in them, in Trust, to be sold as aforesaid, and the Heirs and Assigns of such Purchaser and Purchasers shall and may, upon Payment of their respective Purchase Monies to the said *Thomas Gore* and *William Robinson*, or the Survivor of them, or the Heirs of such Survivor, have, hold and enjoy the said Estates and Premises, or any Part thereof so by them respectively to be purchased, freed and discharged of and from all the Estates, Trusts, Uses, Powers, Provisoes and Limitations in and by the said recited Will, limited, created and declared of and concerning the same, and that the Receipt or Receipts of the said *Thomas Gore* and *William Robinson*, or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall from Time to Time be a good and effectual Discharge to the Purchaser and Purchasers of the Premises, or any Part thereof, his, her and their Heirs, Executors

tors and Administrators, for so much of the said purchase Money for which such Receipt or Receipts shall be given, and after such Receipt or Receipts, such Purchaser and Purchasers shall be, and he, she and they respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said *Thomas Gore* and *William Robinson* shall not, nor shall either of them, or the Heirs, Executors or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects or Defaults of the other of them, or for any Loss which shall happen in laying out or depositing any of the Monies which shall come to his or their Hands, by virtue of the Trusts reposed in them by this Act, unless the same happen by or through his or their wilful Default, and also that they the said *Thomas Gore* and *William Robinson*, and their respective Heirs, Executors, and Administrators shall and may, by and out of the Rents, Produce and Profits of the said Estates and Premises hereby vested in them as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all reasonable Costs, Charges and Expences that they respectively shall or may sustain, or be put unto, in or about the Execution of the Trusts hereby in them reposed.

Saving always to the KING'S Most Excellent MAJESTY, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Mellish* and *Charles Mellish* respectively, and the First and every other Son and Sons of the Body of the said *Charles Mellish* respectively, begotten or to be begotten, and the Heirs Male of the Body and respective Bodies of all and every of such Son and Sons, and also the Second, and all and every other the Son and Sons of the said *William Mellish*, begotten or to be begotten, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons, and also the said *Joseph Mellish*, and the First and every other Son and Sons of his Body, begotten or to be begotten, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons, and also the Heirs of the said *Edward Mellish* the Testator, and the Trustees named in the said recited Will, to preserve the contingent Remainders, and their respective Heirs and Assigns, and all and every other Person and Persons claiming or to claim any Use, Estate, Trust or Interest, either in Law or Equity, of, in, to or out of the said Estates and Premises hereby vested by virtue of or under the Limitations of the said recited Will, or any Part thereof,) all such Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever, of, in, to or out of the said Estates and Premises hereby vested as aforesaid, every or any Part thereof, as they, every or any of them had before the passing this Act, or could or might have had and enjoyed in case this Act had not been made.

*An ACT for the Sale of
Part of the Estates entailed
by the Will of Edward
Mellish, Esq; and for laying
out the Money arising by
such Sale in the Purchase of
other Estates, to be settled
to the like Uses.*